

1-04-020

Contract # 5100 (obtain from City Clerk)

CONTRACT REVIEW APPROVAL ROUTING FORM

1. First time original contracts a. Contact City Clerk's Office for Contract Number b. One copy of the Contract Routing Form c. Two original contract documents				2. Amendments/Change Orders a. Contact City Clerk's Office for a NEW Contract Number b. One copy of the Contract Routing Form c. Two original amendments/change orders One copy of the original contract				
		CITCONTRACT	DE	SCRIPTION	ON		,	
Originator: Cathy Robinson				•	Routed by:	: Same		
Department/Division:	: Finance				Date:	December 9, 2	December 9, 2008	
Type of Contract:	lum/Change Order 📗 (W) Public		(W) Public V	Vorks	(O) Other			
	ts 🗀 🔲		(S) Purchase of Services					
	Agreement 🛛		(I) Intergov't Agreement					
CONTRACT TITLE:		Interlocal Cooperat	ive l	Purchasing	Agreement			
Brief Description of Serv	ices:	Cooperative Purchasing	g Ag	reement with	City of Vanco	ver, WA		
Contract Modification: If yes, list which sections have be Bid/RFP Number:	een modified:	City of Vancouver	-, WA		en modified :	⊠ Yes	□No	
Name of Consultant/Cor	>	City of Vancouver, WA						
Effective Date:	Upon Execution Termination Date:				n-going	varagas samanani		
Total Amount of Contract Org Key – Obj Number: Org Key – Obj Number: Org Key – Obj Number: Org Key – Obj Number:	eimbursable expenses): Amount: Amount: Amount: Amount:	t: J/L Number (if required): t: J/L Number (if required): t: J/L Number (if required):						
Budget: Are there sufficient of the sufficient			cov	er this contr	act?	☐ Yes	No No	
Payment Terms (monthly in Remarks:	ostallments, pr	ogress payments, etc.):		N/A				
		SIGNAŢU	RE	ROUTING	manunum menua in inu	us regionaris en la c	e de la companya de l	
 □ 1. Project Manager/Direct □ 2. Risk Management/Budge □ 3. City Attorney □ 4. Send to Consultant for □ 5. Department Director 	get 1	12 9 (2 /ro ly contract documents)		6. City Cound 7. City Mana 8. City Clerk 9. Originating	-	required) 11/24	1.6.09	
	PRIO	RIO EXECUTIO	N	MUST BE	E ATTACH	ED		
For Public/Small Works Co	con component of the con-		F	or Service C	Contracts:			
☐ Contractor Responsibility Form ☐ W-9 Form ☐ Contract Bond/In Lieu of Form ☐ Certificate of Insurance				☐ Certificate of Insurance ☐ W-9 Form				



Memorandum

DATE:

December 9, 2008

TO:

Bob Olander

FROM:

Cathy Robinson ¹

RE:

Interlocal Joint Purchasing Agreement with the City of Vancouver, WA

Attached for your signature is an Interlocal Joint Purchasing Agreement with the City of Vancouver, WA.

Scope of Services:

The Interlocal Joint Purchasing Agreement will allow Shoreline to take advantage of Vancouver's contracts to acquire materials, supplies, equipment and services.

Selection Process:

The need for a Joint Purchasing Agreement with the City of Vancouver was identified by the Purchasing Division.

Financial Impact:

There is no financial impact associated with this Joint Purchasing Agreement.

Council Review:

The City Council authorized the City Manager to sign this agreement on November 24, 2008, by approval of the consent calendar.

Schedule:

This agreement remains in effect until cancelled by either party.

CITY OF VANCOUVER INTERLOCAL JOINT PURCHASING AGREEMENT



TERMS OF AGREEMENT

This agreement is between the City of Vancouver, a political subdivision of the state of Washington, and City of Shoreline, a political subdivision under the laws of the State of Washington.

WITNESSETH:

Whereas, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

Whereas, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

Whereas, the parties desire to utilize each other's procurement agreements when it is in their mutual interest:

Now, therefore, the parties agree as follows:

- 1. The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
- 2. No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- 3. This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
- 4. This agreement shall remain in force until cancelled by either party in writing.
- 5. Each party reserves the right to contract independently for the acquisition of goods or services or disposal of any property without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity. The City of Vancouver

and the City of Shoreline each reserves the right to exclude the other from any particular purchasing contract, with or without notice.

- 6. Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
- 7. The City of Vancouver, in contracting for the purchase of goods and services for itself agrees to seek the same or similar terms for the party for whose use the property is actually acquired. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
- 8. Executed copies of this agreement shall be filed as required by section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.
- 9. Each party may insert in its solicitation for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
- 10. Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
- 11. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its employees. Neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a part of this agreement.
- 12. Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

APPROVED CITY OF SHORELINE:

APPROVED, CITY OF VANCOUVER:

Robert Olander, City Manager

Date

Procurement Services Manager

R. Lloyd Tille CEC

Approved As to Form:

Ian Sievers, City Attorney

Ďate

Auditor Recording Number

Date